



Instr: 201009240037376 09/24/2010  
 P: 1 of 2 F: \$28.00  
 Rick Campbell 3:56PM LEAS  
 Stark County Recorder T20100030849

### NON-SURFACE DEVELOPMENT OIL & GAS LEASE

THIS LEASE, made this 26<sup>th</sup> day of AUGUST, 2010, by and between  
STANLEY J. PROVEST III AND KAREN L. PROVEST (H & W)  
5832 FOHL RD. S.W. NAUVAU, OHIO 44662

hereinafter called Lessor, and EnerVest Energy Institutional Fund XI-A, L.P. EnerVest Energy Institutional Fund XI-WI, L.P. and CGAS Properties, L.P. as successors in interest to Range Resources Appalachia LLC,, hereinafter collectively referred to as Lessee, do agree:

1. Lessor, for and in consideration of One dollar (\$1.00) in hand paid by Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, grants to Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market same from a well or wells on other lands; and the right to unitize Lessor's lands, or any portion, or strata, with other lands into a drilling unit of no more than six hundred forty acres. This Lease is for ~~ten (10) years~~ Twenty (20) years, and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. This lease covers all of Lessor's land in and adjoining Section/Lot 10 of BETHA 44th Township, STARK County, Ohio, containing 23.49 acres, more or less, and bounded substantially, now or formerly, as follows:

Parcel ID #(s) 1002863 Or further described as  
SAME AS ABOVE

Being the property described in Deed Volume(s)/Page(s) OR 435 PG 799 + OR 435 PG 802

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of "Proceeds Realized" by Lessee on all the oil and gas produced and marketed from each well drilled and unitized, as the amount of the Lessor's acreage in the unit bears to total acreage in the unit, the same to be paid by the end of the next month following Lessee's receipt of payment for same, less any tax imposed by any government body, including but not limited to the severance tax. "Proceeds Realized" shall mean the price received by Lessee for oil and gas marketed and sold at the delivery point less any charges for transportation, dehydration, compression and marketing paid by Lessee to deliver the oil and gas for sale.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any installation of any nature whatsoever on the leased property. The within Lease being granted for the purpose of permitting Lessee to unitize the leased property with other properties, which other properties shall bear all the burden of surface development. Lessor understands and gives consent that, due to slant (directional) drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property.

4. This Lease shall be binding on all heirs, successors and assigns of Lessor and Lessee. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally (on an acreage basis) to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time assign or surrender this Lease in whole or in part.

5. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

6. In the event Lessor considers Lessee has not complied with its expressed or implied obligations hereunder, Lessor shall notify Lessee in writing indicating specifically what Lessee allegedly has breached. Lessee shall have 30 days after receipt of said notice to meet or commence to meet any part of the breached alleged by Lessor. Lessor shall not bring any action against Lessee until after 30 days after service of such notice on Lessee.

7. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

8. Lessee shall have Lessor's current water supply sampled and tested prior to the spudding of any well drilled within five hundred feet (500 ft.) of the leased premises. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's drilling operations; Lessee shall, within 48 hours of Lessor's written request, sample and test Lessor's water supply at Lessee's expense. Should such test reflect a material adverse change as the result of Lessee's drilling operations within five hundred feet (500 ft.) of the leased premise, Lessee agrees to provide Lessor with potable water until such time as Lessor's water source has been repaired or replaced with a source of substantially similar quality.

Signatures of Witnesses:

*Paul F. Meyers*  
(Printed Name) Paul F. Meyers

(Printed Name) \_\_\_\_\_

Signatures of Lessor(s):

*Stanley J. Provost III*  
(Printed Name) STANLEY J. PROVOST III

*Karen L. Provost*  
(Printed Name) KAREN L. PROVOST

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OHIO :

COUNTY OF STARK : ss

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of AUGUST 2010.

By STANLEY J. III AND KAREN L. PROVOST

My Commission Expires: 10-17-2012

*Paul F. Meyers*  
Notary Public



PAUL F. MEYERS  
Notary Public  
in and for the State of Ohio  
My Commission Expires  
10/17/2012

Enervest Operating LLC, Charleston WV 25301  
This instrument prepared by: ~~Range Resources Appalachia, LLC, 125 State Route 43, PO Box 550, Martinsburg, WV 26151~~